BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of Deputy General Manager -3, BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052.

****

No.DGM-3/BSWML/ TEND/PPP/02/Adde 01/2024-25 Date:

ADDENDUM-1

Sub: "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment for the work of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants in each of the below different packages for a Concessionaire period of 15 years" in Package - 1 (750 TPD), Package - 2 (750 TPD), Package - 3 (750 TPD) & Package - 4 (750 TPD).

Ref: Tender Notification No:DGM-3/BSWML/TEND/PPP/02/2024-25, Date: 31.08.2024

******

The Tender for the above-said work was invited on 31.08.2024 as per tender notification No. DGM-3/BSWML/TEND/PPP/02/2024-25. In the RFP & DCA mentioned in KPP portal the clauses mentioned are to be read as under;

S.N	Particular	Clause no	Reference Document (RFP / DCA / PIM)	Page No.	Addendum
1.	General	18.4	DCA	103	The **Clause 18.4.1, 18.4.2 & 18.4.3** is replaced as per the **Annexure - A.**
2.	General	19.2	DCA	106	In the **Clause 19.2.(c)** an additional sub-clause is inserted as **19.2.(c).iv** which shall be read as *"In case Duration Punctuality is not maintained then the concessionaire shall be penalized as per S. No. 3 & 4 of Table (Penalty for non-adherence towards Collection & Transportation of C&D Waste) at end of this Article. If the Duration Punctuality falls below 70% on a monthly basis, then this incident shall be considered as Default on Concessionaire's part & strict action shall be taken by Authority."*
3.	General	19.2	DCA	107	In the **Clause 19.2.(e)** an additional sub-clause is inserted as **19.2.(e).i.(E)** which shall be read as *"In case availability of vehicles is not maintained then the concessionaire shall be penalized as per S. No. 2 of Table (Penalty for non-adherence towards Collection &*

					Transportation of C&D Waste) at end of this Article. *If the percentage of availability of Collection & Transportation vehicles falls below 75% on monthly basis, then this incident shall be considered as major Default on concessionaire's part & strict action shall be taken by Authority."*
4.	General	19.2	DCA	108	In the **Clause 19.2.(f)** an additional sub-clause is inserted as **19.2.(f).(v)** which shall be read as *"If the percentage of punctuality of Collection & Transportation vehicles falls below 75% on monthly basis, then this incident shall be considered as major Default on concessionaire's part & strict action shall be taken by Authority."*
5.	General	19.2	DCA	109	In the **Clause 19.2.(h)** an additional sub-clause is inserted as **19.2.(h).(iii)** which shall be read as *"In case of deviation in General Safety and Severe Safety, the investigation shall be conducted by concerned authority i.e. Labour Department & the Authority. The penalties shall be levied as per applicable rules & decision by the District Labour Officer or higher competent authority."*
6.	General	19.3	DCA	109	In the **Clause 19.3.(b)** an additional sub-clause is inserted as **19.3.(b).(D)** which shall be read as *" if the percentage of availability of machinery falls below 90% on monthly basis, then, concessionaire shall be liable to pay penalty which shall be decided by competent authority as per the table of penalties S. No. 6 (Penalties for non-adherence while processing the C&D waste at processing plants) at end of this Article for each 5% deficit. In any case the percentage of availability of machinery shall not fall below 80% on a monthly basis. If the percentage of availability of machinery falls below 80% for 6 (six) or more months in a year, then the concessionaire is liable for blacklisting due to non-performance."*
7.	General	19.7	DCA	115	After **Clause 19.7**, the table **"Penalty for non-adherence towards Collection & Transportation of C&D Waste"** shall be read as clause number **19.8.1** & table **"Penalties for non-adherence while processing the C&D waste at processing plants"** shall be read as clause number **19.8.2**
8.	General	5.2.2	RFP	57	The **Clause 5.2.2** shall be replaced & read as *"The substitute of key personnel with similar*

					experience or more relevant experience shall be accepted during the course of the execution of contract due to exceptional reasons which would be beyond the control of the concessionaire and such Substitute shall always overlap until or unless due to sudden health reasons. Penalties indicated in original clause shall be dealt during the contract if the replacement is not acceptable to the authority."
9.	General	4.3.12	DCA	14	The **Clause number 4.3.12 in DCA** shall be renumbered as 2.4.11.e which is to be read as *"For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record. Concessionaire has to install On-board weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of claimed and unclaimed C & D Waste collected by the concessionaire shall be recorded, and accordingly the payment shall be calculated through online record of weight management through RFID/ GPS mechanism. A periodic physical test checks shall be conducted by a designated team appointed by the authority to check the balance sheet of the weight recorded through online mechanism and resolve the disputes if arises at any point of time during the concessionaire period.* ***There will be no penalty imposed on the concessionaire due to non-availability of the BSWML staff for this purpose."***

10.	General	2.3.15	RFP	25	The **Clause 2.3.15 in RFP** shall be replaced as *"For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record. Concessionaire has to install On-board weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of claimed and unclaimed C & D Waste collected by the concessionaire shall be recorded, and accordingly the payment shall be calculated through online record of weight management through RFID/ GPS mechanism. A periodic physical test checks shall be conducted by a designated team appointed by the authority to check the balance sheet of the weight recorded through online mechanism and resolve the disputes if arises at any point of time during the concessionaire period.* ***There will be no penalty imposed on the concessionaire due to non-availability of the BSWML staff for this purpose."***
11.	General	In RFP: 2.3.10 In DCA: 2.4.10	RFP & DCA	24(RFP) 13(DCA)	The **Clause 2.3.10 in RFP and Clause 2.4.10 in DCA** shall be replaced as *"For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e , Medium Generators, who have not registered and their payment is not reflected in ESCROW account, then such cases need to be brought to the notice through online tracking mechanism and Concessionaire shall provide the containers to source generation spots after register their request and after confirmation of the payment in ESCROW account. The authorities will collect the payment directly based on the quantity recorded through VTMS subsequently. Hence the concessionaires are advised to lift waste as indicated in the RFP."*
12.	General	20.2	DCA	118	The **Clause 20.2** is NOT APPLICABLE
13.	General	15.8.2.(b)	DCA	81	The **Clause 15.8.2.(b)** is NOT APPLICABLE
14.	General	18.2(a)	DCA	102	The **Clause 18.2.(a),** shall be read as *"Prior to*

					the COD Date, the Concessionaire, the BBMP, BSWML and the Escrow Bank shall enter into the Escrow Agreement and the Concessionaire shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry of the Concession Period. The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, and terms of withdrawal of amounts from the Escrow on monthly basis."
15.	General	18.7(b)	DCA	105	The **Clause 18.7.(b),** shall be read as NOT APPLICABLE.
16.	General	22.2.1(c)	DCA	125	The **Clause 22.2.1.(c),** shall be read as NOT APPLICABLE.
17.	General		RFP		The provision of load cells in all vehicles is removed. It is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking mechanism of the RFP to the ICCC of authority. The remaining scope shall remain the same.
18.	General	19.8.2 3.2	DCA RFP	117 31	**Clause 3.2 in RFP** and **Clause 19.8.2 in DCA** under Foot Note:2 shall be replaced as "2. *the above rate of penalties will be increased by 5% on year-on-year basis, every year rounding off to the nearest rupee."*
19.	General	1.4.2 2.1: Section A Under S.No.2	RFP	63 66	In **Clause 1.4.2 & 2.1 under Table Section-A: S.No 2 in RFP,** wherever the term **C&D waste** is there it shall be read as "**C&D waste and/or MSW**"
20.	General		RFP & DCA		The term 70 TPH or 150 TPH are indicative capacities of processing plants. However, the bidders can choose higher or lower capacity plants but overall performance of processing quantities must meet the required bench marks mentioned th KPI.
21.	General	2.3.37	RFP	27	In **Clause 2.3.37** of **RFP** an additional statement is added as "*If the delay on account of any statutory approvals, then the same shall be reviewed and appropriate decision on account of delays beyond control of concessionaire shall be granted as hinderance to the project.*"
22.	General	5.2.2	RFP	57	In **Clause 5.2.2** of **RFP** an additional statement is added as "*The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.*

					The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority."
23.	General	2.1	RFP	66	In **Clause 2.1** of **RFP** under Section A: Sl.N.3 an additional statement is added as "*Authority will assess the genuineness of the issuance of certificate*"
24.	General	5.3	RFP	58	In **Clause 5.3** of **RFP** an additional statement is added as "*The indemnity of the contract shall be dealt as per section 124 of the Indian contract act,1872.*"
25.	General	6.1.2.(e)	DCA	43	In **Clause 6.1.2.(e)** of **DCA** an additional statement is added as "*The land shall be given on "permissive use" basis hence as such there is no lease or rental values of the land parcels handing over to concessionaire.*"
26.	General	9.3	DCA	51	In **Clause 9.3** of **DCA** an additional sub-clause is added as **9.3.5** which states that "*As per Clause 9.1.1, the performance security is 9% of the total estimated capital cost indicated in the tender. From 9% of PBG, 5% towards C&T & balance 4% towards P&D activities of processing facilities. These PBG's shall be released after COD as per contract conditions.*"
27.	General	4.4	RFP	40	In **Clause 4.4** of **RFP** an additional statement is added as "*Proprietorship firms are allowed to participate in bidding system*"

Further the date of submission of Tender documents in KPP portal is extended up to 14.10.2024 at 16:00 hours and date of opening of bids is on 15.10.2024 at 16:30 hours.

For Further details visit GOK KPP Portal Website www.kppp.karnataka.gov.in

26.09.24

Deputy General Manager -3
BSWML

18.4. Payment Schedule:

18.4.1. The total approved tipping fee will be bifurcated into two parts.

1. Part-1: Tipping towards C&T and the tipping fee for C& T is 60% percent of the total approved tipping fee.

2. Part-2: tipping fee towards P& D will be balance 40% of the approved tipping fee.

Note: The above payment shall be released as illustrated below.

18.4.2. Part 1: Tipping fee towards C&T is as follows:

(a) **Schedule 1:** 50% of the payment of Part-1 shall be as per the invoice submitted by the concessionaire and the same shall be released within 7 working days.

(b) **Schedule 2:** Balance 50% of the Part-1 of payment shall be released after verifying the actual quantities based on the online tracking mechanism and also after deducting towards non-adherence to performance based on GPS mismatch, penalties etc.

Note: The balance payment of Schedule-2 will be linked with the key performance indicators and the balance payment of each invoice for Schedule-2 shall be paid within 15 days from the date of receipt of invoice after adjusting the penalties towards non achieving the KPI's under Article 19.

18.4.3. Part 2: Tipping fee towards P&D is as follows:

(a) **Schedule 1:** 50% of the payment of Part-1 shall be as per the invoice submitted by the concessionaire and the same shall be released within 7 working days.

(b) **Schedule 2:** Balance 50% of the Part-2 of payment shall be released after verifying the electronic output of the quantity from the processing plants based on reviewing the actual quantity of input processed into by products, random checking & verifying the quantity of inerts disposed, penalties due to non-performance etc.

Note: The balance payment of Schedule-2 will be linked with the key performance indicators and the balance payment of each invoice for Schedule-2 shall be paid within 15 days from the date of receipt of invoice after adjusting the penalties towards non achieving the KPI's under Article 19.

26.09.24

Deputy General Manager -3
BSWML